



Ministerie van Volksgezondheid,
Welzijn en Sport

Contract number:

**PUBLIC SERVICE CONTRACT ("CONTRACT") FOR THE
PROVISION OF LOGISTIC AND COVID-19 TESTING SERVICES**

BETWEEN

**THE STATE OF THE NETHERLANDS
THE MINISTRY OF HEALTH, WELFARE AND SPORTS**

AND

SYNLAB Belgium SRL

- execution version -

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Health, Welfare and Sport, Directorate-General for Public Health, legally represented in this matter by 5.1.2e
5.1.2e hereinafter referred to as the "Minister",

and

2. The private limited company SYNLAB Belgium SRL, which has its registered office at Avenue Alexander Fleming 3, BE-6220 Heppignies, Belgium, registered with company registration number 0453111546, legally represented in this matter by 5.1.2e
5.1.2e hereinafter referred to as "Contractor",

Each party also referred to as "Party", and both parties together as "Parties",

WHEREAS:

- a) the Minister has a facilitating role in infectious disease control on the basis of the Public Health Act (Wpg). Pursuant to Article 3(1) of the Wpg, the Minister has the task to promote the quality and efficiency of public health care. In addition, he is responsible for the maintenance and improvement of the so-called support structure. On the basis of article 7(1) of the Wpg, the Minister is also in charge of combating an infectious disease from Group A, such as Covid-19;
- b) The Minister therefore has engaged a number of parties to provide logistic- and diagnostic services in order to urgently provide temporarily additionally needed laboratory capacity to test samples at (community) sampling hubs across the Netherlands for the COVID-19 virus;
- c) Contractor operates several clinical testing laboratories in Belgium fully licensed by the competent Belgian health authorities, and in particular is licensed to perform RT-PCR COVID-19 testing;

Public Service Contract Ministry Health, Welfare and Sport – SYNLAB

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5.1.2e

- d) Contractor is prepared to do everything reasonable possible to urgently provide temporary additional laboratory capacity in an efficient and cost-effective way;
- e) As it is strictly necessary for reasons of extreme urgency the Minister, and in accordance with article 2.32, section 1, paragraph c of the Dutch Public Procurement Act 2012 ('Dutch PPA' or 'Aanbestedingswet 2012'), the Minister awards this Contract to Contractor. The Minister has awarded this Contract by a negotiated procedure without publication, as it is strictly necessary where, for reasons of extreme urgency brought about by events related to the COVID 19 pandemic which were unforeseeable by the Minister, the time limits for the open or restricted procedures or competitive procedures with negotiation cannot be complied with (also see EC 2020/C 108 I/01);
- f) the circumstances invoked to justify extreme urgency shall not in any event be attributable to the Minister. The events were unforeseeable by the Minister, because the estimated need for test capacity was reached months earlier than expected;
- g) The extreme urgency makes compliance with general deadlines impossible because the time that is needed for compliance will result in a growing shortage of test capacity. There is a causal link between the unforeseen event and the extreme urgency because the gap between the official estimation of the needed test capacity and the current rise in demand for test capacity is growing every day. This procedure is only used by the Minister in order to cover the gap until more stable solutions can be found;
- h) Parties have discussed the main conditions for the provision of test volumes by Contractor;
- i) In September 2020 Parties came to an understanding about the core elements for the COVID-19 testing services agreement i.e. (but not limited to) 57.1 AanbW 2012 duration, etc. as set out in the Memorandum of Understanding dated 2.57.1 AanbW 2012

Public Service Contract Ministry Health, Welfare and Sport – SYNLAB

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September 11th, 2020 ("MoU"), on which basis the Parties discussed the further details of their collaboration;

- j) Parties wish to lay down their agreements in this Contract. With the signature of this Contract all previously made arrangements are deemed to be fully incorporated into the arrangements in this Contract, which, therefore, replaces the MoU.

AGREE AS FOLLOWS:

Definitions

The following terms written with initial capitals have the following meaning in this Contract, where in case a term may have the same meaning in singular as in plural:

Contract	this contract as defined in article 1.7
CoronIT	CoronIT is the name of registration software, managed by GGD GHOR
Diagnostic test	detection of SARS-CoV-2 RNA by RT-PCR
First production date:	the date that all processes for providing the Services are in place (week n)
Guaranteed volume	the minimum amount of Samples per day (on a weekly average) that can be invoiced by the Contractor (in accordance with the definition set out in article 1.4 and 3.7.
Laboratory	laboratories meeting the quality requirements of this Contract, performing Covid-19 Diagnostics tests
Operational agreements	the agreements as laid down in Schedule 2
RIVM	Rijksinstituut voor Volksgezondheid en Milieu, meaning the National Institute for Public Health and the Environment
Services	the services as defined in Schedule 1, "Services"
Samples	sample material of visitors of the Sample hubs and which are provided by the Sample hubs to the Contractor and registered in CoronIT

Public Service Contract Ministry Health, Welfare and Sport – SYNLAB

Initials Contractor:

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Sampling hubs	centres where Samples are taken
Sampling kits	kits containing all materials needed for the taking of Samples including containers to transport the Samples
Target capacity	the volume the Minister and Contractor agreed upon as reserved volume for use by the Minister
Ultimate capacity	the ultimate volume Contractor can offer to the Minister during the term of this Contract
Volumes	amount of Services as defined in Schedule 1, 'Volumes of Services'

1. Object of the Contract

- 1.1 Parties agree on the provision by Contractor of Services for the duration of this Contract including the supply to Sampling hubs of Sampling Kits and labels, tube racks and containers.
- 1.2 Contractor guarantees to provide to the Minister the Target capacity and the Services under the conditions as set out in this Contract and in specific Schedule 1 (Services, Laboratory, Volumes and Price), attached to this Contract as Annex A.
- 1.3 The Minister is free to order lesser Volumes than the Target capacity and/or only part of the Services as described in Schedule 1.
- 1.4 In accordance with article 3.7, the Minister [2.57.1 AanbW 2012] to Contractor of the following maximum Guaranteed Volume, by way of compensation to the Contractor for the reservation of the Target capacity per day as provided for in this article as follows:
 - From day 1 of the contract term until 4 October 2020: test volume provided [2.57.1 AanbW 2012] tests/day; [2.57.1 AanbW 2012] [1 AanbW 2012] tests/day [2.57.1 AanbW 2012]
 - From 5 October 2020 to 1 November 2020: test volume provided [2.57.1 AanbW 2012] tests/day; [2.57.1 AanbW 2012] [1 AanbW 2012] tests/day [2.57.1 AanbW 2012]
 - From 2 November 2020 to 29 November 2020: test volume provided [2.57.1 AanbW 2012] tests/day; [2.57.1 AanbW 2012] [1 AanbW 2012] tests/day [2.57.1 AanbW 2012]
 - From 30 November 2020 to 31 December 2020: test volume provided [2.57.1 AanbW 2012] tests/day; [2.57.1 AanbW 2012] [1 AanbW 2012] tests/day [2.57.1 AanbW 2012] ramping up to [2.57.1 AanbW 2012] tests/day before year-end [2.57.1 AanbW 2012] [1 AanbW 2012] tests/day [2.57.1 AanbW 2012]

Public Service Contract Ministry Health, Welfare and Sport – SYNLAB

Initials Contractor:

5.1.2e

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- From 1 January 2021 to end of contract term: test volume provided [7.1 AanbW 20 tests/day; 2.57.1 AanbW 2012 tests/day] [7.1 AanbW 20 tests/day]

- 1.5 On request of the Minister Contractor is prepared to explore an increase of the Volumes to the Ultimate capacity as mentioned in Schedule 1 Services, Laboratory, Volumes and Price) attached to this Contract as Annex A. If Parties agree to increase the Target capacity towards the Ultimate capacity, the new Volumes will be the new Target capacity and the Guaranteed Volume will increase in accordance with the percentages stated in article 1.4.
- 1.6 From the moment this Contract is fully signed, Parties will comply with all operational organisation arrangements as mentioned in Schedule 2 Operational Arrangements attached to this Contract as Annex B and the Key Performance Indicators as mentioned in Schedule 3 attached to this Contract as Annex C.
- 1.7 The following documents are an integral part of this Contract. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
1. This document;
 2. Annex A: Schedule 1 – Services, Laboratory, Volumes and Price;
 3. Annex B: Schedule 2 – Operational agreements;
 4. Annex C: Schedule 3 – Key Performance Indicators;
 5. Annex D: Privacy Preconditions ("Privacy Randvoorwaarden");
 6. Annex E: General Government Purchasing Conditions 2018 (ARIV 2018);
 7. Annex F: Financial Brochure e-invoicing government ("Financiële Bijsluiter").

2. Formation and duration of the Contract

- 2.1 The Contract will run (with retroactive effect) from the 11th of September 2020 until 30th April 2021, and will then automatically expire without any notice being required, unless it is extended by mutual written agreement. The Minister may offer any such extension in his sole discretion and will not be under any obligation to agree to an extension.
- 2.2 The following articles will only run from the date of execution of this agreement: Article 6 (and any other clauses, including in the Schedules, referring to Safety Stock), 7, 13, and Schedule 3 (Key Performance Indicators).

Public Service Contract Ministry Health, Welfare and Sport – SYNLAB

Initials Contractor:

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3. Price and invoicing

- 3.1 The agreed price to be paid to Contractor for all Services to be performed by Contractor ("Price") and the Volumes to be met for the Services are laid down in Schedule 1.
- 3.2 The Price is exclusive of VAT.
- 3.3 The Price includes all Services as mentioned in Schedule 1.
- 3.4 Contractor will invoice every 1 (one) month for the attention of the Minister. electronically in the manner prescribed in annex F ("Financiële Bijsluiter").
- 3.5 Contractor will send a copy of the invoice together with the received "obligation reference number".
- 3.6 Contractor is allowed to invoice only Volumes actually tested (Real volume) covered by the invoice, with the exception of the situation described in article 3.7.

3.7

2.57.1 AanbW 2012

- 3.8 Invoices will be paid with a maximum payment term of 30 (thirty) days from the date of invoice.
- 3.9 The Minister will check the invoices on a regular basis. Incorrect invoices will be discussed with Contractor and in mutual consent be corrected immediately. If the Minister has any apparent objections to the invoice, the Minister should raise his apparent objections within 15 days. If there is an objection raised, parties try to resolve the objection within 7 days.

Public Service Contract Ministry Health, Welfare and Sport – SYNLAB

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4. Contacts

4.1 The Minister's contact is:

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Ministry for Health, The Netherlands

Via e-mail: 5.1.2e @lcdk.nl

For operational contact:

OPS Room

5.1.2e@lcdk.nl

4.2 Contractor's contact is:

5.1.2e

5.1.2e

5.1.2e

Belgium SC/SPRL

Mob. : 5.1.2e

E-mail : 5.1.2e @synlab.com

5. Quality

- 5.1 Contractor guarantees to the Minister that before utilization of a Laboratory for Diagnostic tests, this Laboratory meets the Quality Requirements for Laboratories as mentioned in Schedule 1.
- 5.2 Contractor is free to allocate testing volume and Samples between its approved Laboratories, pursuant to alignment discussions with Dienst Testen, in order to enable Contractor to meet its contractual obligations under this Contract. During the utilization of the Laboratory the initial quality requirements as referred to in article 5.1 have to be maintained or improved. As soon as Contractor foresees that the Laboratory cannot meet these minimum requirements anymore Contractor shall immediately inform the Minister. In that case the Minister is entitled to withdraw or suspend its approval for that particular Laboratory resulting in the fact that Contractor is not any longer allowed to utilize that Laboratory for the Diagnostic test and Contractor may not invoice the guaranteed volume if the guaranteed volume cannot be realized in another approved laboratory. In case alternative Laboratories are still available and are capable of handling the same flow of Samples, the suspension of the specific Laboratory this will not affect the amount of Sample hubs. In case no Laboratories are allowed to provide the Services, the Contract may be terminated with

Public Service Contract Ministry Health, Welfare and Sport – SYNLAB

Initials Contractor:

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- immediate effect by (electronic) letter without any compensation for lost of income or other damage by the Contractor.
- 5.3 Without prejudice of 5.2, if the Minister has suspended its approval as mentioned in the previous paragraph the Minister will not allocate any Sample to the Laboratory. If the Minister terminates the suspension after resolving the quality problem underlying the suspension, the allocation of the Samples will resume two weeks after the suspension has ended.
- 5.4 During utilization of the Laboratories the quality of the Laboratories will be regularly assessed and/or audited on behalf of the Minister.
- 5.5 If during such regular assessment or audit it is established that a Laboratory is not meeting the material quality requirements as referred to in 5.1, the Minister shall notify Contractor in writing detailing such material non-compliance and Contractor will be allowed one week from such written notification to remedy provided the non-compliance is capable of being remedied. If Contractor fails to remedy on time, or the non-compliance is not remediable, the Minister is entitled to suspend the approval for that particular Laboratory resulting in the fact that Contractor is not any longer allowed to utilize that Laboratory for the Diagnostic tests.
- 5.6 Contractor guarantees that the quality of Services is in accordance with prevailing laws and regulations.
- 5.7 The Minister acknowledges that Contractor is for various of its obligations under this Contract depended on performance by third parties, including RIVM, GGD, Dienst Testen and also the government's IT platform, CoronIT. When any contractual non-compliance of Contractor is solely caused by any of these dependencies, then Contractor shall not be in breach of its obligations under this Contract.

6. Safety stock

- 6.1 Contractor guarantees at the Laboratories a safety stock of reagents and disposables for the assigned Volumes of Diagnostic tests for at least 2.57.1 AanbW 2012 based on the average Target volume.
- 6.2 Contractor guarantees a total safety stock of reagents and disposables for the assigned Volumes of Diagnostic tests for at least 2.57.1 AanbW 2012 days of the average Target volume, which, for the sake of clarity, includes the safety stock as outlined in clause 6.1.
- 6.3 Contractor endeavours to guarantee at the Sample hubs a safety stock of Sampling kits for the assigned Volumes for 2.57.1 AanbW 2012 based on the average Target volume,

Public Service Contract Ministry Health, Welfare and Sport – SYNLAB

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subject to GGD's ordering safety stock on time, and guarantees deliveries of resupplies to GGD's within 57.1 AanbW 2012 of ordering.

- 6.4 Contractor guarantees a total safety stock of Sampling kits for the assigned Volumes for 2.57.1 AanbW 2012 of the average Target volume, which, for the sake of clarity, includes the safety stock as outlined in clause 6.3.

7. Throughput time, timely information

- 7.1 Within the framework of Schedules 1 - 3, Contractor guarantees a maximum throughput time of the Service of 2.57.1 AanbW 2012 and an average throughput time of the Service of 2.57.1 AanbW 2012
- 7.2 Contractor shall timely inform relevant Sampling hubs and the Minister about any disturbances leading to delays in publication of test results, but in any case, within 2 (two) hours of a good analysis of the occurrence of the disturbance in the Laboratory and shall endeavour to avoid structural complaints from Sampling hubs.
- 7.3 Contractor shall timely inform Sampling hubs about any delays in supplies or Sample collection, but in any case, at least 2 (two) hours in advance.

8. Use of third Parties

- 8.1 In performing the Services of the Contract, Contractor may make use of a third party or a party in which Contractor has a minority interest only if this party has accepted the same quality requirements as laid down in this Contract and Annexes in writing and after Contractor has obtained the prior Minister's consent in writing. The Contractor is in any case free to sub-contract the Services to the approved Laboratories and third parties listed in Schedule 1 under 4 and 5.
- 8.2 Notwithstanding the Minister's consent, Contractor remains fully responsible for discharging the obligations imposed under this Contract.
- 8.3 In performing the Services of the Contract, Contractor may also make use of transporters (one-man companies). In this case consent of the Minister is not required and regarding the obligations of the Contract the transporter acts under the responsibility of Contractor.

9. Confidentiality and Media

- 9.1 Unless required by law or necessary in light of the objectives of this Contract, the Parties shall keep the terms and the nature of all discussions between them relating to this Contract and relating to affairs pursuant to the Contract confidential and shall

Public Service Contract Ministry Health, Welfare and Sport – SYNLAB

Initials Contractor:

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not publish, disclose or provide to third parties any information from this Contract and Annexes. Parties will ensure that their respective employees, agents and sub-contractors fully comply herewith.

- 9.2 Nothing in this Agreement shall prevent the Minister from any disclosure required under the Dutch Act Dutch Act '*Wet Openbaarheid van Bestuur*' (Freedom of information act) or to comply with the parliamentary rights on information, provided Contractor is given sufficient advanced warning where possible to allow for injunctive relief measures to be taken by Contractor if it deems it necessary to do so to protect its confidential information. Such disclosure shall not constitute a default under this Contract.
- 9.3 The fact that this Agreement has been concluded as well as the essence of this Contract may be disclosed by the Minister to the Staten-Generaal (parliament).
- 9.4 The Parties shall consult each other timely in case they are approached by Media or consider to react to publications or news in the Media, or to approach Media, in relation to the subject of this Contract. In their contacts with Media, the Parties will respect each other's reasonable interests.

10. Data protection

- 10.1 In so far as the Contractor, as a processor within the meaning of the General Data Protection Regulation, processes personal data, the Contractor guarantees to meet the requirements of the General Data Protection Regulation and the preconditions privacy as defined in Annex D ("Privacy preconditions") so that the protection of the data of the subjects is ensured.
- 10.2 Parties agree that personal data will be processed in accordance with the agreements as made between Contractor and the Sampling hub(s).

11. Limitation of liability

- 11.1

2.57.1 AanbW 2012

12. Insurance

- 12.1 The Contractor has taken out and will retain insurance cover for the total aggregate liability as mentioned in article 11.1.
- 12.2 At the Ministers request, the Contractor will as soon as practical present a statement from the insurer to the effect that these policies exist for the coverage stated in clause 12.1 above, and the premium has been paid. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices and fees.

13. Cancellation and termination

- 13.1 Without prejudice to the other provisions of this Contract, either Party may cancel the Contract in full or in part with immediate effect by registered letter, without recourse to the courts, if the other Party commits a material breach of this Contract (being a single event or a series of events which together amount to a material breach) which:
 - (a) is not essential and consequently capable of being cured and following notice from the other Party requiring the non-performing Party to cure the breach (*ingebrekenstelling*), the breach is not cured within fourteen (14) days (*in verzuim*); or
 - (b) is not capable of being cured.
- 13.2 In case Contractor is not able to meet the target capacity and/or the minimum agreed total score as defined in Annex C / Schedule 3 during a period of 3 (three) consecutive weeks or 3 (three) individual weeks in a total time period of 13 (thirteen) weeks, the Minister is entitled to cancel the Contract in full with immediate effect by registered letter, without recourse to the courts and without any compensation of Contractors loss of profit incurred.
- 13.3 The Minister may cancel the Contract forthwith out of court by registered mail, without being required to send any demand or notice of default, if the Contractor applies for or is granted a provisional or definitive suspension of payment, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, or if a substantial proportion of its assets are seized.

14. Force Majeure

- 14.1 In the event either Party is unable to perform its obligations under the terms of this Contract, because of causes reasonably beyond its control (including but not limited to restrictions from any governmental institution or lack of access to equipment, unforeseen at the moment of signing this Contract namely due to the current global pandemic) or damage reasonably beyond its control, such Party shall not be liable against the other Party for any damages resulting from such failure to perform or otherwise from such causes.
- 14.2 The term 'Force Majeure' is in any event understood not to include: allocation of testing capacity by Contractor for the benefit of other clients, staff shortages, strikes, staff illness, shortages of materials (with exception of an acknowledged EU-wide shortage (meaning it cannot be sourced into the EU), transport problems, late delivery or the unsuitability of items required for the performance of the Services, liquidity or solvency problems on the part of the Contractor or failures on the part of parties engaged by the Contractor, all with the exception of any pandemic constraints including, but not limited to mandatory allocations of testing capacity mandated by government.
- 14.3 If a Force Majeure event prevents the Contractor meeting its Target capacity as defined in Schedule 2, the Contractor will use reasonable endeavours to give notice thereof within 48 (forty-eight) hours of the occurrence such event, failing which it will not be entitled to rely on paragraph 1 of this Article 14. In this case Contractor will not be relieved from providing its Services in respect of the volumes it can reasonably supply despite such Force Majeure.
- 14.4 A notice of Force Majeure shall be well motivated and, in the event of foreign Government restrictions, be accompanied by an authorized statement from the relevant government evidencing such fact where reasonably possible.

15. Other Terms and Conditions

- 15.1 This Contract is subject solely to the General Government Purchasing Conditions 2018 (ARIV 2018), in so far as the Contract does not depart from them. Any general and special terms and conditions drawn up by the Contractor do not apply. These General Terms are attached to this Contract in Annex E.
- 15.2 Parties will discuss in good faith and will mutually decide to any amendments and/or additional conditions to this Contract and/or Annexes in case unforeseen circumstances affect the performance of the agreed contractual obligations. Amendments to this Contract and/or Annexes shall not be binding unless they are agreed upon and made in writing and signed by both parties.
- 15.3 Contractor will provide all relevant information and after timely pre-announcement grant access to utilized locations on the Minister's reasonable request for verification purposes of (the quality of) the utilized Locations and the agreed Services.

16. Governing law and jurisdiction

- 16.1 This Contract is governed by the laws of the Netherlands.
- 16.2 Any dispute that arises between the parties in relation to the explanation or application of this Contract, or any agreement resulting from this Contract, shall be settled by the competent court of the Hague, the Netherlands. Before starting court litigation, Parties agree to jointly attempt to come to a solution through mediation unless one of the Parties is of the opinion that this is not effective under the circumstances. In the case of mediation, Parties will jointly appoint an MfN-registered mediator.

17. Final provisions

- 17.1 This Contract sets out the entire agreement between the Parties. Any derogations from, amendments of or additions to this Contract and/or Annexes, including changes in the scope of the Services are binding only if expressly agreed in writing by the Parties.
- 17.2 Any written or oral agreements previously made by the Parties about the Services that are the object of this Contract are nullified by the signature of this Contract.

Done on the date stated below and signed by Parties.

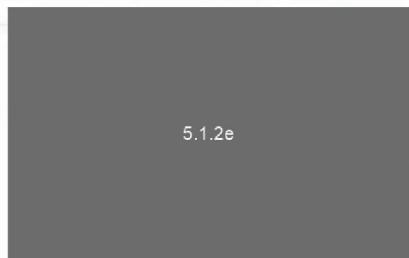
The Hague, the Netherlands,
For the State, Minister of Health

Liege, Belgium
For SYNLAB Belgium Srl

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Annex A**Schedule 1 Services, Laboratories, Volumes and Price****1. Services**

Contractor will provide the following Services:

- Set-up and distribution of an appropriate introduction of relevant persons to be contacted and an instruction letter to the Sampling hubs;
- Self-sufficient procurement of all materials needed for the execution of the Services;
- Supply of Sampling kits and containers and/or tube racks to Sampling hubs;
- Collection and transportation of Samples from Sampling hubs to Laboratories;
- Diagnostic test of Samples;
- Registration of the results of the Diagnostic test in CoroniT;
- Reasonable cooperation to specific research commissioned by the Minister;
- Appropriate and traceable storage of positive tested Samples;
- Destruction of tested Samples;
- Operational details of the Services see Schedule 2 'Operational details of Services'.

For key performance indicators of the Services see Schedule 3 'Key Performance Indicators'.

2. Sampling hubs

Contractor will provide Sampling kits and containers to and will pick up Samples from the Sampling hubs in the Netherlands as assigned on behalf of the Minister (via "Dienst Testen").

3. Quality requirements laboratories

Before utilization by the Contractor Laboratories first have to meet the following initial quality requirements:

- The Laboratory is capable in processing potential SAR-CoV-2 positive specimens at 2.57.1 AanbW 2012
- The Laboratory has at least one dedicated Medical Microbiologist medically responsible for the quality of the Diagnostic services and available for Sampling hubs for answering questions about the test results;
- The laboratory has a valid certificate for 2.57.1 AanbW 2012 in scope provided by a conform European standard accredited certification institute. The Parties acknowledge that the 2.57.1 AanbW 2012

2.57.1 AanbW 2012 but is fully licensed to perform RT-PCR COVID-19 testing by the competent local health authority in Belgium, and has received RIVM and MinVWS approval in connection with this Contract, which serves as meeting this specific requirement.

After a Laboratory has met all initial quality requirements the Laboratory has to be validated by the RIVM in the following way:

- Successful execution of a diagnostic sensitivity test of samples provided by the RIVM;
- Successful execution of a diagnostic specificity test of samples provided by the RIVM;
- Both tests are only successful if at least the core/reference Samples are diagnosed.

After the validation the Implementation phase starts in the following way:

- A between the Parties agreed implementation plan;
- A site visit, if requested by VWS;
- An audit, if requested by VWS;
- A between the Parties agreed plan how to build up the Target volume.

After the successful fulfilment of all quality requirements during the validation phase, Contractor accepts for the purpose of monitoring the quality of the Laboratory to submit itself to regular proficiency tests during the term of this Contract.

4. Approved Laboratories

At the moment of concluding this Contract the following Laboratories are used and approved:

Location	% of shares	National accreditation council identification number	Initial requirements RIVM Approval	Max test capacity per laboratory	Remarks
2.57.1 AanbW 2012	1 AanbW 2	2.57.1 AanbW 2012	Yes	7.1 AanbW 20	2.57.1 AanbW 2012
2.57.1 AanbW 2012	AanbW	2.57.1 AanbW 2012	Yes	57.1 AanbW 20	
2.57.1 AanbW 2012	1 AanbW	2.57.1 AanbW 2012	Yes	7.1 AanbW 2	
2.57.1 AanbW 2012	1 AanbW 2	2.57.1 AanbW 2012	Yes	57.1 AanbW 20	

If Contractor after the signature of this Contract wishes to use another Laboratory Contractor will see to it that before utilization the Laboratory in accordance with article 5 of this Contract meets the Quality requirements and that the Minister has given approval before utilization.

5. Allowed third parties

Party	% of shares	Activities	Remarks

If Contractor after the signature of this Contract wishes to use another third party, Contractor will inform the Minister before utilization in accordance with this Contract.

6. Volumes of Services (tests per day)

Regarding the Volumes of Services four kinds of volumes are identified:

1. Target capacity the Volume the Minister and Contractor agreed upon as reserved Volume for use by the Minister
2. Real volume the total actual tested Samples for a particular day
3. Guaranteed volume the minimum amount of Samples per day (on a weekly average) that can be invoiced by the Contractor (in accordance with the definition set out in article 1.4 and 3.7).
4. Ultimate capacity the ultimate Volume Contractor can offer to the Minister during the term of this Contract.

The Parties have agreed to build up to the Target capacity as described in table below and the Minister agrees to a Guaranteed volume in the following way:

Target capacity build up and Guaranteed volume		
Milestones	Target Capacity per day	Guaranteed volume per day*
From day 1 of the contract term until 4 October 2020	test volume provided 57.1 AanbW 20 tests/day	
From 5 October 2020 to 1 November 2020	test volume provided 57.1 AanbW 20 tests/day	
From 2 November 2020 to 29 November 2020	test volume provided 57.1 AanbW 20 tests/day	
From 30 November 2020 to 31 December 2020	test volume provided 57.1 AanbW 20 tests/day	2.57.1 AanbW 2012
From 1 January 2021 to end of contract term	test volume provided 57.1 AanbW 201 tests/day	
Ultimate Capacity 57.1 AanbW 201 tests per day		
Maximum contracted volume (Target) 57.1 AanbW 20		

* Measured as average per calendar week

7. Pricing Table

)* Measured as average per calendar week.

For the first 2.57.1 AanBW 2012 reported tests Contractor will be paid 2.57.1 AanBW 2012 for the next 2.57.1 AanBW 2012 reported tests 2.57.1 AanBW 2012 for the next 2.57.1 AanBW 2012 reported tests 2.57.1 AanBW 2012 for the next 2.57.1 AanBW 2012 reported tests 2.57.1 AanBW 2012 and the number of reported tests thereafter 2.57.1 AanBW 2012 per reported test.

8. Safety stock

At Laboratories

- Contractor guarantees at the Laboratories a safety stock of reagents and disposables for the assigned Volumes of Diagnostic tests for at least 2.57.1 AanbW 2012 on the average Target volume.
 - Contractor guarantees at a total safety stock of reagents and disposables for the assigned Volumes of Diagnostic tests for at least 57.1 AanbW 20 of the average Target capacity, which, for the sake of clarity, includes the safety stock as outlined above.

At Sample hubs

- Contractor endeavours to guarantee at the Sample hubs a safety stock of Sampling kits for the assigned Volumes for ~~57.1 AanbW 2012~~ based on the average Target volume, subject to GGD's ordering safety stock on time, and guarantees deliveries of resupplies to GGD's within ~~57.1 AanbW 2012~~ of ordering.
 - Contractor guarantees a total safety stock of Sampling kits and containers for the assigned Volumes for ~~57.1 AanbW 2012~~ of the average Target volume, which, for the sake of clarity, includes the safety stock as outlined above.

Annex B**Schedule 2 Operational agreements****1. Organization**

- The Minister is overall responsible for the execution and the management of the Contract and the payment of the Contractor.
- RIVM is responsible for the validation and approval of the quality prior to the utilization of the Laboratories of Contractor.
- The Minister (via Dienst Testen) is responsible for the assignment of Sampling hubs and Volumes to Contractor and the monitoring of the quality of Contractors Laboratories throughout utilization.
- Sampling hubs are responsible for stock keeping of the by Contractor provided Sampling Kits, sample taking and registration of the Samples and citizens in CoronIT, as well as adhering with sample labelling and packing instructions provided by the Contractor.
- The Minister is fully responsible for the 24x7 accessibility of CoronIT, and the Contractor's ability to comply with its Services obligation under this Contract is dependent on such 24x7 availability.
- Contractor is responsible for:
 - the assignment of dedicated and knowledgeable teams of medical microbiologists, logistical experts and project management for troubleshooting, (pro-active) analysis and continuous improvement of the quality of the Services and answering a reasonable volume of questions about these Services;
 - the supply of Sampling Kits, labels, tube racks and containers;
 - collection and transportation of the Samples;
 - the testing of the Samples and the registration of the testing results in CoronIT;
 - the traceable storage and/or the destruction of Samples;
 - collection of positive Samples and transport of these Samples to a location for research

- monthly reports about complaints, responses and solutions to the Minister (via "Dienst Testen").

2. Supply of Sampling kits, containers and/or tube racks

- Contractor provides Sampling kits with the following materials:
 - A collection tube with cap filled with buffer (Lyses, UTM or GLy) or an unlabelled collection tube with cap filled with buffer (Lyses, UTM or GLy) and separate labels, to be chosen by the Sampling hub;
 - Barcode labels for tubes compliant with CoronIT barcoding system (the label is resistant to methyl alcohol (70%), storage at -80°C, cannot be erased by thermal heat and is provided with a unique barcode, containing information of the Contractor or Laboratory and a tube number, which are machine readable using a scanner);
 - the buffer is compatible with the Diagnostic test and not dangerous during use by the Sampling Hub staff;
 - a CE-marked and patient-friendly nasopharyngeal- and throat swab;
 - a seal bag with absorption filter for a safe transportation of the Sample.
- Contractor supplies beside the Sampling kits also appropriate disinfected containers and/or tube racks in an amount so that the sample taking process never must wait and, in a quality, so that collection and transportation of the Samples can be securely executed.
- Contractor supplies the Sampling kits, containers and/or tube racks in consultation with the Sampling hubs minimum once a week, during opening times and free of charge.
- Contractor is responsible for an appropriate registration of the supplies.
- Contractor endeavours to provide for its risk and costs a safety stock of Sampling kits at Sampling hubs for a minimum of ^{57.1 AanbW 201} of the assigned Volumes, subject to GGD's ordering safety stock on time, and guarantees deliveries of resupplies to GGD's within ^{57.1 AanbW 201} of ordering.
- Contractor provides for its risk and costs a safety stock of Sampling kits for of ^{57.1 AanbW 201} of the agreed number of the assigned Volume.

Communication	Service window	email hotline	Response time
Sampling material issues	2.57.1 AanbW 2012 2.57.1 AanbW 2012	2.57.1 AanbW 2012 5.1.2e 2.57.1 AanbW 2012 5.1.2e 5.1.2e@synlab.be	2.57.1 AanbW 2012 2.57.1 AanbW 2012 2.57.1 AanbW 2012 2.57.1 AanbW 2012

3. Storage of Sampling kits

- Sampling hub will store the Sampling kits on its own costs at a temperature between 15 and 25°C.

4. Sampling

- The Sampling hub registers the used collection tube and the information of the sampled citizen in CoronIT
- The Sampling hub collect Samples in accordance with the instructions of Contractor and RIVM (www.lci.rivm.nl/richtlijnen/COVID-19).
- The Sampling hub is responsible for the careful packaging of the Samples in the sealing bags or tube racks and the containers.

5. Collection and transportation of the Samples to the Laboratories

- Contractor collects in consultation with the Sampling hubs during opening times the Samples minimum twice a day, the last moment of collection just before closure time of the Sample hub.
- Contractor keeps a registration of the collected Samples.
- Contractor consolidates and/or transports the Samples to the Laboratory in accordance to UN3373.
- Contractor chooses a collection frequency and way of consolidation and/or transportation so that the total agreed maximum throughput time will be as short as reasonably possible, but at any time within the agreed maximum throughput time.
- Contractor keeps a registration so that collected and transported Samples can be traced.



Communication	Service window	email hotline	Response time
Logistic issues	2.57.1 AanbW 2012 2.57.1 AanbW 2012	2.57.1 AanbW 2012 5.1.2e 2.57.1 AanbW 2012 5.1.2e 5.1.2e@synlab.be	2.57.1 AanbW 2012

6. Diagnostic test of Samples

- Subject to CoronIT itself being fully operational, up and running and containing up to date information, Contractor assures that its connection to CoronIT is up and running before starting the testing of the Samples.
- Contractor keeps a registration of the received Samples. Contractor will check the received tubes and will scan the tubes for registration in CoronIT.
- Missing tubes and/or missing or unreadable labels will be immediately 2.57.1 AanbW 2012 2.57.1 AanbW 2012 reported to the Sampling hubs where the batch Samples came from.
- If Contractor foresees that the agreed throughput time cannot be met, Contractor will immediately inform the relevant Sampling hub and timely 2.57.1 AanbW 2012 of a good analysis of the occurrence of the disturbance in the Laboratory) inform the Sampling hub and the Minister ("Dienst Testen") about the causes, the corrective actions and when the test results than can be expected;
- Contractor tests all received Samples.
- Contractor reports the results of these tests in CoronIT in an accurate way, subject to CoronIT availability.
- Contractor will do its utmost to keep the number of 'undetermined' test results of Samples as low as reasonable possible, but at any time 1 AanbW.
- Contractor will do its utmost to realize the shortest possible throughput time between the moment of Sampling at the Sampling hubs and the publication of the test results of the Samples in CoronIT, but anyway within the agreed maximum throughput time.

Communication	Service window	email hotline	Response time
Logistic issues	2.57.1 AanbW 2012 2.57.1 AanbW 2012	2.57.1 AanbW 2012 5.1.2e 2.57.1 AanbW 2012 5.1.2e 5.1.2e @synlab.be	2.57.1 AanbW 2012
Microbiological issues	2.57.1 AanbW 2012 2.57.1 AanbW 2012	For daytime: 5.1.2e For nighttime: 5.1.2e 5.1.2e @synlab.be	2.57.1 AanbW 2012 2.57.1 AanbW 2012

Missing tubes and/or missing or unreadable labels reporting 2.57.1 AanbW 2012

Any foreseen delay of publication of the test results reporting 2.57.1 AanbW 2012

Contractor reports the test results of Samples in CoroniT 2.57.1 AanbW 2012

The between Parties agreed average throughput time per week is:
For Laboratories situated outside the Netherlands. 2.57.1 AanbW 2012

The between Parties agreed maximum throughput time per week is:
For Laboratories situated outside the Netherlands. 2.57.1 AanbW 2012

7. Collection of Samples and Transport to location for research

- In case of research commissioned by the Minister, the Contractor will select and pack the Samples and transport them to a location designated by the Minister.

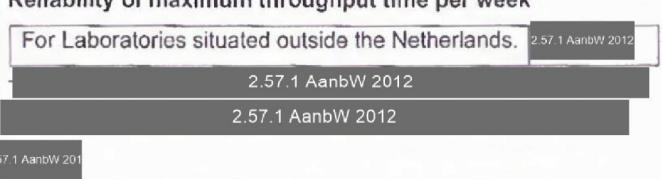
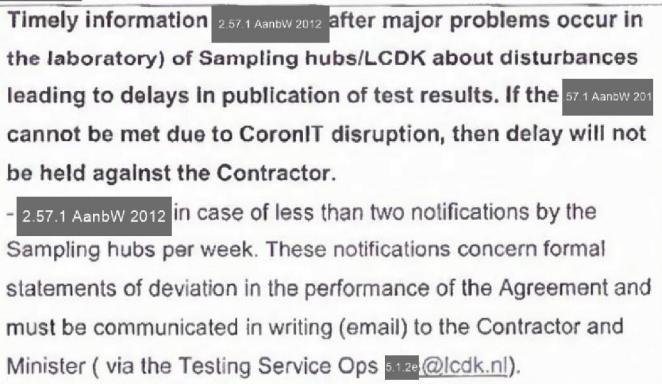
8. Storage and destruction of Samples

- Negatively and undetermined tested Samples must be appropriately destroyed by Contractor 2.57.1 AanbW 2012 after publication of the test result of the Samples in CoroniT.
- Positively tested Samples must be appropriate and traceable stored by Contractor for 2.57.1 AanbW 2012 after publication of the test result of the Samples in CoroniT, after which the Samples must be appropriately destroyed by Contractor

Total days of storage of negative or undetermined Samples	57.1 AanbW 20
Total days of storage positive Samples	2 57.1 AanbW 2012

ANNEX C

Schedule 3. Key Performance Indicators

Key Performance Indicators	Score	Score
Reliability of average throughput time per week * 	57.1 AanbW 201	
Reliability of maximum throughput time per week* 	57.1 AanbW 201	
Timely information 2.57.1 AanbW 2012 after major problems occur in the laboratory) of Sampling hubs/LCDK about disturbances leading to delays in publication of test results. If the 57.1 AanbW 201 cannot be met due to CoronIT disruption, then delay will not be held against the Contractor. 	57.1 AanbW 201	

Timely information	2.57.1 AanbW 2012	of Sampling hubs about delays in supplies or Sample pick up.	2.57.1 AanbW 2012	
		- 2.57.1 AanbW 2012 in case of less than two notifications by the Sampling hubs per week. These notifications concern formal statements of deviation in the performance of the Agreement and must be communicated in writing (email) to the Contractor and Minister (via the Testing Service Ops 5.1.2e@lcdk.nl).		
No interruption of testing activities caused by shortage in agreed safety stocks		- 2.57.1 AanbW 2012 if no disturbance of sample taking/testing process because of shortage	2.57.1 AanbW 2012	
Total points			1 AanbW 2	

The minimum total score per week is	1 AanbW
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* based on information derived from CoronIT)

As soon as possible during the term of the contract, Dienst Testen will weekly set up and shared with Contractor the score on KPI's. The score on KPI's, Strategic and operational issues will be discussed in meetings every week.

ANNEX D

Privacy Pre-conditions

Preconditions for dealing with privacy for the purpose of contracting Labs.

An important precondition is that the Contractor and the Labs it uses comply with the applicable privacy laws and regulations. It is important that it can demonstrate this.

It is also important to establish the relationship between the parties. The General Data Protection Regulation (GDPR) sets different requirements for data 'controllers' and 'processors'. This depends on the interpretation of the actual situation. In a relationship of a data controller - processor, agreements must be made in a separate data processing agreement. In the case of joint processing responsibility, a mutual arrangement must be made to make agreements about the processing of personal data.

The Minister of Health, Welfare and Sport (*Ministerie van Volksgezondheid, Welzijn en Sport*), pursuant to the Public Health Act (*Wet publieke gezondheid*), is in charge of the control of an infectious diseases, such as Covid-19, and in connection with this is forced to take acute measures to control Covid-19. The Minister has therefore instructed a number of parties to provide logistical and diagnostic services with the aim of urgently providing additional temporary laboratory capacity to analyse samples taken at collection points in the Netherlands for the Covid-19 virus.

The parties involved in the test chain are responsible for the collection of the Covid-19 tests and the sending of the genetic material and (personal) data to the Laboratory of the Contractor. The Laboratory processes the sample on behalf of the sample collection party (the collection points). The collection points and the Contractor conclude the required (data processing) agreements with regard to the processing of personal data.

Based on the applicable privacy laws and regulations, the following quality criteria and preconditions are set. The testing party and the Laboratory must jointly ensure that the following preconditions are met in any case:

- In accordance with the GDPR, the controller and processor have a duty of **accountability**. They must be able to demonstrate that they comply with the GDPR.
- The controller must be able to demonstrate that the processing complies with the main **principles of processing** in accordance with the GDPR, such as lawfulness, transparency, purpose limitation and accuracy. The processor provides the controller with the **necessary information**.

- With regard to a processor, a **data processing agreement** must be concluded. With a data processing agreement it is justified that the processor may process personal data and in what way.
- The personal data must be **adequately secured**. Appropriate technical and organizational measures have to be taken. The controller and the processor both have obligations in this regard. Further agreements are usually made about this in the data processing agreement. Also consider **appropriate authorizations** for employees.
- An **appropriate data breach procedure** is in place. The processor has the obligation to inform the controller as soon as possible. The controller decides whether it must report the data breach to the Dutch Data Protection Authority (Autoriteit Persoonsgegevens) or inform the data subjects. Further agreements will also be made about this in the data processing agreement.
- A procedure will be provided for dealing with requests concerning the **rights of data subjects and requests from authorities**. Further agreements will be made about this in the data processing agreement.
- In the scenario when there is large-scale processing of health data of data subjects and therefore special personal data, processor and controller appoint a **Data Protection Officer** (*Functionaris Gegevensbescherming*) in accordance with Article 37 GDPR.
- A **Data privacy impact assessment** (*gegevensbeschermingseffectbeoordeling*) is provided in accordance with Article 35 GDPR.
- The parties will comply with the **specific legislation applicable to them in the field of healthcare provision**. The testing party and the lab qualify as a healthcare provider in the sense of the Healthcare Quality, Complaints and Disputes Act (*Wet kwaliteit, klachten en geschillen zorg*) and the Processing of Personal Data in Healthcare (Additional Provisions) Act (*Wet aanvullende bepalingen verwerking persoonsgegevens in de zorg*). The testing party is also a care provider in the sense of the Medical Treatment Contracts Act (*Wet op de geneeskundige behandelingsovereenkomst*) and in that context has a treatment agreement with the data subject. This means that they must keep a medical file in accordance with the *Wet op de geneeskundige behandelingsovereenkomst*, ensure proper care and adequate organization of the registration system. Also consider the NEN standards in accordance with the *Wet aanvullende bepalingen verwerking persoonsgegevens in de zorg* and the Decree on electronic data processing in

healthcare. The private lab that also runs a test street is, for that part, also a care provider in the sense of the *Wet op de geneeskundige behandelingsovereenkomst*.

ANNEX E

General Government Purchasing Conditions 2018 (ARIV 2018)

Public Service Contract Ministry Health, Welfare and Sport – SYNLAB

page 32 out of 33

Initials Contractor:

Initials Minister:

5.1.2e

GENERAL GOVERNMENT PURCHASING CONDITIONS 2018

(ARIV 2018)

Adopted by order of
the Prime Minister,
Minister of General Affairs,
of 3 May 2018, no. 3219106

I GENERAL

Article 1 Definitions

The following terms in these Purchasing Conditions are written with initial capitals and are defined as follows.

1.1 Schedule

a document attached to the Contract which, when initialled by both parties, forms part of the Contract.

1.2 Documentation

the manuals or other user instructions accompanying the Product, in Dutch or another language agreed between the Parties.

1.3 Purchasing Conditions

these General Purchasing Conditions (ARIV 2018), which apply to and form part of the Contract.

1.4 Inspection

the inspection of the Product for visible defects and non-conformity carried out at the Purchaser's request on the Supplier's premises prior to Delivery.

1.5 Purchaser

the State of the Netherlands or any other purchaser using these Purchasing Conditions.

1.6 Supplier

the Purchaser's counterparty.

1.7 Delivery

the delivery of the Product, including its assembly or installation in accordance with the requirements set out in the Contract.

1.8 Contract

the written agreement between the Purchaser and the Supplier to which these Purchasing Conditions are declared to be applicable.

1.9 Party

the Purchaser or the Supplier, depending on the context.

1.10 Product

the movable item(s) to be delivered to the Purchaser by the Supplier under the Contract.

Article 2 Application

- 2.1 Amendments or additions to the Contract or derogations from certain Purchasing Conditions are binding only if they have been explicitly agreed in writing between the Parties.
- 2.2 In the event of inconsistency between the Dutch text of these Purchasing Conditions and translations of them, the Dutch text always prevails.

II PERFORMANCE OF THE CONTRACT**Article 3 Delivery**

- 3.1 Unless agreed otherwise in writing, Delivery of the Product by the Supplier will take place on the agreed delivery date(s) or within the agreed delivery period(s) at the delivery address and delivery location specified by the Purchaser, and the Supplier will bear all costs and risks connected with transporting the Product, including, where applicable, the import duties and responsibility for complying with the associated formalities.
- 3.2 The agreed delivery date(s) or period(s) are considered to be fixed and final. If the Product is not delivered to the agreed location within the agreed period, the Supplier will be in default without notice of default being required.
- 3.3 Delivery of the Product earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has been obtained from the Purchaser and will not alter the agreed payment date.
- 3.4 The Purchaser has the right to defer Delivery, unless this would place a disproportionate burden on the Supplier. The Supplier is obliged to store the

Product for the Purchaser at no additional cost until the deferred Delivery date, unless this would place a disproportionate burden on the Supplier, in which case the Parties will hold discussions to find a reasonable arrangement acceptable to both Parties. The provisions of articles 3.2, 3.4 and 14 apply *mutatis mutandis* to the Delivery deferred by the Purchaser, except that the Supplier will be in default, without prior notice of default, only after the deferred delivery date(s) or period(s) have been exceeded.

- 3.5 The Purchaser is not obliged to make any payment to the Supplier before the Product has been delivered.

Article 4 Guarantee

- 4.1 The Supplier guarantees that the delivered Product complies with the Contract, is free of defects and is suitable for the purpose for which the Product is intended. The Product does not comply with the Contract if the Product, partly in view of the nature of the item and the information provided thereon by the Supplier, does not have the characteristics that the Purchaser might expect on the basis of the Contract. The Parties may agree a guarantee period.
- 4.2 If the Purchaser has not provided a more detailed description of the requirements to be met by the Product, the Product should in any event be of good quality and meet at least the customary requirements concerning soundness, fitness for purpose and workmanship, and all statutory requirements and customary industry regulations concerning quality, safety, health and the environment.
- 4.3 The Purchaser may no longer invoke the fact that the Product does not comply with the Contract if it has not notified the Supplier accordingly in writing within 30 days of discovering this fact. If the Supplier receives such a notification from the Purchaser, the Supplier will rectify the defect or non-conformity within a period set by the Purchaser in accordance with the provisions of article 13.
- 4.4 The Supplier guarantees that the delivered Product is free of any special encumbrance or restriction that the Purchaser has not accepted explicitly and in writing. The Supplier indemnifies the Purchaser against all claims in this regard.

- 4.5 The Purchaser may demand that, as security for compliance with, *inter alia*, the Supplier's guarantee obligations under this Contract, a bank guarantee in accordance with the model attached to these Purchasing Conditions (Annexe 1) is issued by a bank accepted by the Purchaser.

Article 5 Inspection

- 5.1 At the Purchaser's request, the Product may be inspected by the Purchaser or a third party designated by the Purchaser on the Supplier's premises prior to Delivery. However, the Purchaser is not obliged to carry out such an Inspection.
- 5.2 If the Purchaser wishes to inspect the Product:
- a. the Supplier will have the Product ready for Inspection at a time that allows the agreed delivery times to be met;
 - b. the Supplier will, upon request and at no cost to the Purchaser, cooperate with the Inspection and provide the Purchaser with a suitable location and reasonable assistance in terms of staff and materials;
 - c. the Inspection, if the Supplier so desires, will take place in its presence or in the presence of an expert designated by it. The associated costs will be borne by the Supplier.
- 5.3 If the Purchaser rejects the Product to be supplied, the Supplier is obliged, without prejudice to all other rights or claims of the Purchaser, to provide without delay, at its own expense and risk, a missing, repaired or replacement Product for a new Inspection. The provisions of article 5 apply in full. Rejection by the Purchaser during the first or previous Inspection will not lead to the agreed delivery period being extended.
- 5.4 The approval of the Product by or on behalf of the Purchaser does not entail any recognition that the Product complies with the guarantees given in accordance with article 4.

III RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

- 6.1 Each Party will designate a contact to maintain contacts in relation to the performance of the Contract. The Parties will notify each other of the person they have appointed as their contact.
- 6.2 The contacts may represent and bind the Parties only as regards the performance of the Contract. They may not amend the Contract.

Article 7 Method of notification

- 7.1 Notifications given by one Party to the other, including undertakings and further agreements, that are relevant to the performance of the contract, are binding on the Parties only if they are given or confirmed in writing by an authorised person.
- 7.2 'In writing' is understood to include 'electronically', provided:
 - a. the notification can be consulted by the addressee;
 - b. the authenticity of the notification is sufficiently guaranteed; and
 - c. the identity of the sender can be determined with sufficient certainty.

Article 8 Confidentiality

- 8.1 The Supplier will not divulge in any way any information that is provided by the Purchaser or that is made known to it or comes to its knowledge, which it knows or may reasonably suspect to be confidential, except in so far as it is compelled to divulge such information under a statutory regulation or court ruling.
- 8.2 The Supplier will impose the duty of confidentiality referred to in this article on all staff it engages in the performance of the Contract and will ensure that this duty is observed.
- 8.3 The Supplier will not issue press releases or make other public statements about the Contract except with the prior consent of the Purchaser.

- 8.4** If the Supplier breaches its duty of confidentiality, the Purchaser may impose a penalty, as laid down in the Contract. Payment of the penalty, which is payable forthwith, does not discharge the Supplier from its liability for indemnifying any loss caused by the breach.

Article 9 Processing of personal data

- 9.1** In so far as the Supplier, as a processor within the meaning of the General Data Protection Regulation, processes personal data for the Purchaser in the framework of the implementation of the Personal Data Agreement, the Supplier guarantees the application of appropriate technical and organisational measures, so that processing meets the requirements of the General Data Protection Regulation and the protection of the data subjects is ensured. The Supplier will process personal data only for and on the basis of written instructions from the Purchaser, barring statutory rules to the contrary.
- 9.2** The Parties will regulate the processing of personal data by the Supplier for the Purchaser by means of an agreement.

IV FINANCIAL PROVISIONS

Article 10 Prices

- 10.1** Unless agreed otherwise in writing, the prices agreed for the Product include the costs of transport, taxes, import duties, other levies, insurance, packaging costs, disposal costs and any assembly or installation costs, and are stated in euros.
- 10.2** The prices for the Product are fixed, unless the Contract specifies the circumstances that may lead to a price adjustment and the manner in which such an adjustment should be made.

Article 11 Invoicing and payment

- 11.1** The Supplier will invoice the Purchaser for the delivered Product at the agreed prices. The Supplier will send the invoice to the address specified by the Purchaser, stating the date and number of the Contract, the VAT amount and other details requested by the Purchaser.

- 11.2** The Supplier will send the invoice electronically so that it can be received and processed electronically, in accordance with the specifications issued by the Purchaser.
- 11.3** The Purchaser will pay the prices for the delivered Product within 30 days of receiving the invoice if it satisfies the provisions of the Contract. If the Purchaser fails without good reason to pay an invoice within this period, it will automatically be liable to pay:
- a. compensation as referred to in article 6:96, paragraph 4 of the Dutch Civil Code, and
 - b. statutory interest as referred to in article 6:119b of the Dutch Civil Code. The compensation and interest will be payable on demand.
- 11.4** Payment of an invoice by the Purchaser does not entail any recognition that the Product complies with the guarantees given in accordance with article 4.
- 11.5** The Purchaser has the right to offset invoice amounts owed against amounts that the Supplier owes the Purchaser.

Article 12 Advance

- 12.1** If it has been agreed that, for the purpose of performing the Contract, the Purchaser should make one or more payments prior to the delivery of the Product, it may require the Supplier to issue the Purchaser with an on-demand bank guarantee prior to making the payment(s) in question, to the value of the payment(s) in question. The Purchaser is not required to pay any of the cost of the guarantee.
- 12.2** If, on account of any failure on the part of the Supplier, a Product that complies with the Contract is not delivered to the agreed address within the agreed period, the Supplier is liable to pay the statutory interest on the advance for as long as the failure persists.
- 12.3** The on-demand bank guarantee will be issued by a bank approved by the Purchaser, in accordance with the model attached to these Purchasing Conditions (Annexe 2).

V NON-PERFORMANCE AND CANCELLATION

13. Non-performance

- 13.1** If the delivered Product does not comply with the guarantees referred to in article 4, the Purchaser may demand that the Supplier repair or replace the Product. The associated costs will be borne by the Supplier.
- 13.2** If, after receiving a written demand from the Purchaser, the Supplier fails to comply, within the period stipulated therein, with a requirement as referred to in article 13.1, the Purchaser has the right, without prior recourse to the courts, to choose between:
- a. replacement or repair of the Product by a third party at the Supplier's expense;
 - b. return of the Product in question at the Supplier's expense and risk and cancellation of the Contract in accordance with the provisions of article 16 and, in consequence, crediting of however much of the purchase price has already been paid for the Product in question.
- 13.3** The provisions of articles 13.1 and 13.2 do not affect other rights and claims that the Purchaser may derive from non-performance, subject to the provisions of article 14.

2.57.1 AanbW 2012

2.57.1 AanbW 2012



2.57.1 AanbW 2012

2.57.1 AanbW 2012



2.57.1 AanbW 2012

Article 15 Force majeure

15.1 In the event of temporary force majeure, the Supplier will immediately notify the Purchaser in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Purchaser then has the right to choose between:

- a. allowing the Supplier to defer compliance with its obligations under the Contract for a reasonable period of up to four weeks. If the Supplier is still unable to fulfil its obligations under the Contract when this time limit expires, the Purchaser has the right to cancel the Contract with immediate effect out of court, without being obliged to pay compensation or any costs to the Supplier; or
- b. cancellation of the Contract with immediate effect out of court, without being obliged to pay compensation or any costs to the Supplier.

15.2 In the event of long-term force majeure on the part of the Supplier, the Supplier will immediately notify the Purchaser and the Purchaser has the right to cancel the Contract with immediate effect out of court, without being obliged to pay compensation or any costs to the Supplier.

- 15.3** The term 'force majeure' is in any event understood not to include: staff shortages, strikes, staff illness, shortages of raw materials, transport problems, breach of obligations by suppliers, failures in the Supplier's production process and liquidity or solvency problems on the part of the Supplier, or failures on the part of third parties engaged by the Supplier.

Article 16 Cancellation

- 16.1** Without prejudice to the other provisions of the Contract, either Party may cancel the Contract in full or in part out of court by registered letter, without being obliged to pay any compensation to the other Party, if the other Party is in default or compliance is temporarily or permanently impossible, unless the breach does not warrant cancellation in view of its exceptional nature or limited importance.
- 16.2** In the event of force majeure, the Purchaser has the right to cancel the Contract in accordance with the provisions of article 15.
- 16.3** The Purchaser may cancel the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Supplier any compensation, if the Supplier applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Supplier undergoes a merger or division.
- 16.4** If the Contract is cancelled, the Supplier will repay the undue amounts already paid to it by the Purchaser, plus the statutory interest on the amount paid, commencing on the date it was paid. If the Contract is partially cancelled, the Supplier is obliged to repay only the payments relating to the cancelled part.

Article 17 Retention of right to demand compliance

If one of the Parties fails to demand compliance with any provision within a time limit set by the Contract, this will not affect its right to demand compliance at a later date, unless the Party in question has expressly accepted the non-compliance in writing.

VI MISCELLANEOUS

Article 18 Documentation

- 18.1 The Supplier will provide the Purchaser with clear, adequate Documentation, drawn up in Dutch or another agreed language, on the characteristics and functionalities of the Product.
- 18.2 The Purchaser has the right to reproduce, amend and publish the Documentation for use within its organisation without making further payment provided the copyright marks present on the documentation are retained.
- 18.3 The Supplier indemnifies the Purchaser against claims that third parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.

Article 19 Assignment of rights and obligations under the Contract

- 19.1 Neither Party is entitled to transfer rights and obligations arising from the Contract to third parties without the written consent of the other Party. The other Party will not withhold its consent without reasonable grounds. It may attach conditions to its consent.
- 19.2 Paragraph 1 does not apply to the establishment of limited rights, such as a right of pledge.

Article 20 Insurance

- 20.1 The Supplier has taken out and will retain in accordance with generally accepted standards adequate and customary insurance cover for business liability, including product or other liability for damage caused to persons or the Purchaser's property.
- 20.2 At the Purchaser's request, the Supplier will immediately present either the original or a certified copy of the policies and proof of the payment of premium for the insurance referred to in paragraph 1, or a statement from the insurer to the effect that the insurance exists. The insurance premiums owed by the Supplier are deemed to be included in the agreed prices.

Article 21 Bribery and conflicts of interest

- 21.1** The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other Party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for cancelling the Contract either in full or in part.
- 21.2** If it transpires that one of the Purchaser's subordinates was in the Supplier's employment, regardless of whether or not such employment was paid, during the formation of the Contract, and that the Purchaser was not informed of this prior to the signing of the Contract, the Purchaser may cancel the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22 Invalidity

If one or more provisions of these Purchasing Conditions or the Contract are found to be invalid or are nullified by a court, the remaining provisions will retain their legal force. The Parties will consult on the former provisions in order to make alternative arrangements. The alternative arrangements must not undermine the purpose and the purport of these Purchasing Conditions or the Contract.

Article 23 Follow-up order

The Contract does not entitle the Supplier to any follow-up orders.

Article 24 Publicity

The Supplier may not refer to the Contract either implicitly or explicitly in publications (including press releases) or advertisements and may use the Purchaser's name as a reference only with the Purchaser's consent.

Article 25 Long-term obligations

Provisions which by their nature are intended to persist after the Contract has been performed will remain in force after the expiry of the Contract. These provisions include in

any event the provisions relating to guarantee (article 4), confidentiality (article 8), non-performance (article 13), liability (article 14), cancellation (article 16.4), documentation (article 18), and disputes and applicable law (article 26).

Article 26 Disputes and applicable law

- 26.1** Any dispute between the Parties in relation to the Contract will only be submitted to the competent court in the district of The Hague, unless the Parties agree an alternative means of dispute resolution.
- 26.2** The Contract is governed by Dutch law. The applicability of the provisions of the United Nations Convention on Contracts for the Sale of Goods (the 'Vienna Sale Convention') is precluded.

ANNEX F

Financial Brochure e-invoicing government (Financiele Bijsluiter)

Public Service Contract Ministry Health, Welfare and Sport – SYNLAB

page 33 out of 33

Initials Contractor:

Initials Minister:

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